

CONFIDENTIAL

SELLER DISCLOSURE SCHEDULES

TO

ASSET PURCHASE AGREEMENT

Dated as of April 5, 2009,

Among

SYSTEMAX INC.,

as Buyer,

and

CIRCUIT CITY STORES WEST COAST, INC.

and

CIRCUIT CITY STORES, INC.,

as Sellers

INTRODUCTION

These disclosure schedules (these "Seller Disclosure Schedules") are being delivered by Circuit City Stores, Inc., a Virginia corporation (the "Company"), on behalf of itself and Circuit City Stores West Coast, Inc. (collectively, "Sellers"), to Systemax Inc., a Delaware corporation ("Buyer"), in connection with the execution and delivery of the Asset Purchase Agreement, dated as of April 5, 2009, by and among Sellers and Buyer (the "Agreement"). Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement. The information set forth in these Seller Disclosure Schedules (including the attachments hereto) is subject to the following qualifications:

1. These Seller Disclosure Schedules are qualified in their entirety by reference to the specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting, representations, warranties, covenants or agreements of the Sellers, except as and to the extent provided in the Agreement.
2. These Seller Disclosure Schedules and the information and disclosures contained in these Seller Disclosure Schedules are intended only to qualify and limit the representations, warranties, covenants and agreements of the Sellers contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any such representations, warranties, covenants or agreements.
3. Inclusion of information in these Seller Disclosure Schedules shall not be deemed an admission or otherwise imply that such information is material to the Sellers or constitutes or would result in a Seller Material Adverse Effect by the criteria set forth in the Agreement, or that disclosure of any such information is required under any laws, rules, regulations or instructions of any Governmental Entity.
4. Any matter set forth in these Seller Disclosure Schedules with respect to any particular section of the Agreement shall be deemed to qualify other sections of the Agreement to the extent (and only to the extent) that it is reasonably apparent from the face of such disclosure that such disclosure also qualifies or applies to such other sections.
5. Disclosure in these Seller Disclosure Schedules of any allegations with respect to any alleged failure to perform, or breach, default or termination event with respect to, a contractual or other duty or obligation is not an admission that such has in fact occurred or will occur.
6. Matters reflected in these Seller Disclosure Schedules are not necessarily limited to matters required by the Agreement to be reflected herein. Any additional matters are set forth for information purposes and do not necessarily include other matters of a similar nature.
7. Headings are inserted for convenience of reference only and shall not have the effect of amending or changing the express description of the sections as set forth in the Agreement.

SECTION 3.02

None.

SECTION 3.03

Certain of the Circuit City Marks are currently subject to that certain Trademark and Service Mark License Agreement, effective March 31, 2005, between Circuit City Stores West Coast, Inc. and InterTAN Canada Ltd. and will constitute "Licensed Trade-marks" as defined in that certain Asset Purchase Agreement, dated as of February 23, 2009 among BELL CANADA, 4458729 CANADA INC., INTERTAN CANADA LTD., CIRCUIT CITY STORES WEST COAST, INC. and VENTOUX INTERNATIONAL, INC. (the "Canada APA"), pursuant to which Circuit City Stores West Coast, Inc. and any purchaser of such Circuit City Marks is obligated, subject to the terms and conditions set forth therein, to execute a Circuit City Trade-mark License Agreement in the form attached to the Canada APA.

SECTION 3.04

Rothschild Inc.

SECTION 3.06

On each occasion that Sellers have attempted to register "The City" (and related marks such as "FIND YOURSELF IN THE CITY" and THE CITY Logo), Citigroup has objected to such registration based on a likelihood of confusion with "Citi". Sellers believe that the use and registration by Sellers of such marks should not infringe on any Citigroup trademarks and should be generally permitted despite Citigroup's objections. Opposition proceedings filed by Citigroup in Canada are currently suspended until June 30, 2009.

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SECTION 5.01

None.